





430 W. VINE STREET LEXINGTON, KY. 40507  
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Internet Service Order Form page 2

## TERMS AND CONDITIONS

1. **CONDITION FOR PROCESSING SERVICE ORDER FORM:**
  - a. Payment (in US dollars) for ALL services must accompany Service Order Form, or service requested cannot be activated.
  - b. Booth/room number(s) must be identified on Service Order Form.
  - c. Placement of data connections is a booth/room must be accompanied by a floor plan provided by the client, or the connection will be placed in the rear of booths that are in rows or in the center of island booths.
  - d. There is a minimum \$75.00 charge to move an installed line. Time and material rates may apply and service cannot be guaranteed operational by event opening.
  - e. Incomplete Service Order Form will delay processing.
2. **EQUIPMENT PROCEDURES:**
  - a. With shared Ethernet service, clients will receive a standard RJ-45 jack as part of the contract pricing.
  - b. Clients are responsible for the protection and safe keeping of any equipment issued by or rented from LCC/LEXPO.
  - c. Lost, stolen or damaged equipment will be charged at the prevailing rates, including line cords provided.
3. **PAYMENTS AND REFUNDS:**
  - a. Services installed but not used will not be refunded.
  - b. For customers paying by credit card, the signing of this form constitutes authorization for ALL services ordered.
  - c. For clients prepaying by check, balances due over and above the amount of prepayment will be charged to the referenced credit card.
  - d. Refunds, after installation – NO REFUNDS
4. **ONLY CONVENTION CENTER PERSONNEL** are authorized to modify system wiring or cabling. Material and equipment furnished for this service shall remain property of LCC/LEXPO.
5. **ALL CUSTOMER EQUIPMENT** must comply with FCC regulations.
6. **COMPLETION OF SIGNED SERVICE ORDER FORM** constitutes authorization to proceed with work necessary to accomplish the services ordered and handle negotiations for the installation of the service. This includes arranging for disconnections or rearrangements of service and equipment as appropriate.
7. **THERE IS A \$150.00** cancellation charge on each cancelled shared Ethernet service.
8. **CLIENT CONTRACTING FOR** services from LCC/ LEXPO agrees to indemnify and hold and save whole and harmless, LCC/LEXPO, its employees and/or its subcontractors from any and all loss, damage or injury to person or property arising from or related to customer and its employees, guests, invitees, or agents use of telecommunications/Internet services from LCC/LEXPO unless such loss is due to, the sole negligence, gross negligence or willful misconduct of LCC/LEXPO, its employees and/or its subcontractors.
9. LCC/LEXPO is not responsible for loss of communications services caused by local and/or long distance carriers or service providers.
10. LCC/LEXPO CANNOT GUARANTEE the security of proprietary information carried on lines installed by LCC/LEXPO and/or its subcontractors.
11. LCC/LEXPO OBLIGATIONS UNDER this Agreement are subject to, and LCC/LEXPO and/or its subcontractors shall not be liable for delays, failure to perform, or destruction or malfunction of the equipment and services. Also, any consequences of the above, caused, occasioned or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failure, explosions, civic disturbances, government regulatory requirements, acts of God or public enemy, war, military or governments requisitions, shortages of equipment or supplies, unavailability of transportation, act or omissions of anyone other than LCC/LEXPO, it's representatives, agents, subcontractors, employees, or any other cause beyond LCC/LEXPO's reasonable control.
12. **INTERNET SERVICE PROVIDERS (ISP'S)** for Internet services will be LCC's selected provider(s).
13. **INTERNET CLIENT HAS FULL**, unrestricted access to the Internet. Matters considered improper, offensive, or even unlawful by groups or individuals are not the responsibility of the Internet Service Provider(s) or LCC/LEXPO. Subscribers agree to indemnify and hold and save whole and harmless Internet Service Provider(s) and LCC/LEXPO from any/all problems and damages resulting from translation of services.
14. **INTERNET SERVICES ARE TO BE** ordered by each client separately, and are not to be shared with other customers. Any client sharing Internet services without written authorization from LCC/LEXPO, shall be charged for a full and complete second service.